

STANDARD TRADING TERMS & CONDITIONS

Talent Corp

Effective Date: 23 May 2026

These Standard Trading Terms & Conditions ("Terms") apply to all services supplied by The Brand & Talent Corporation Pty Ltd trading as Talent Corp ABN 61 640 227 274 ("Talent Corp", "we", "us" or "our") to the client identified in the applicable proposal, quote, campaign brief, statement of work, insertion order or agreement ("Client", "you" or "your").

These Terms are to be read together with any proposal, campaign brief, estimate, scope of work, media schedule, talent agreement, insertion order or other written document issued by Talent Corp (together, the "Agreement").

1. DEFINITIONS

In these Terms:

Additional Services means services requested by the Client outside the agreed Scope of Services.

Agreement means these Terms together with any Proposal, Scope of Work, Campaign Schedule, Media Plan, Estimate, Insertion Order or Talent Booking Confirmation.

Background IP means Intellectual Property owned or controlled by a party prior to the commencement of the Agreement or developed independently outside the Agreement.

Campaign means any advertising, marketing, promotional, talent, influencer, speaker, sponsorship, creative or media activity undertaken by Talent Corp for the Client.

Client Materials means all content, trademarks, logos, creative assets, product information, images, copy, approvals and materials supplied by the Client.

Confidential Information means all confidential, proprietary, commercial or sensitive information disclosed by one party to the other, whether orally or in writing, including pricing, strategies, media plans, customer information and commercial arrangements.

Deliverables means the work product, creative materials, reports, campaign assets or outputs specified in the Scope of Services.

Fees means the fees, commissions, production costs, media spend, talent fees and other amounts payable under the Agreement.

Foreground IP means Intellectual Property created by Talent Corp in the course of providing the Services.

GST has the meaning given under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Influencer means any social media creator, ambassador, presenter, celebrity, spokesperson, content creator, speaker or talent engaged by Talent Corp for Campaign purposes.

Media Spend means any amount payable for media buying, advertising inventory, boosted content, digital advertising, sponsorship placement or related third-party advertising costs.

Proposal means any written proposal, quotation, scope of works, estimate, campaign plan or pricing document issued by Talent Corp.

Services means the services supplied by Talent Corp under the Agreement, including without limitation:

- media planning and buying;
- campaign strategy;
- advertising services;
- creative development and production;
- content creation;
- influencer marketing;
- talent sourcing and management;
- brand ambassador engagements;
- speaker and entertainer bookings;
- sponsorship strategy and negotiation;
- market research;
- social media marketing;
- digital marketing;
- campaign analytics and reporting; and
- related consulting services.

Talent means any influencer, celebrity, presenter, entertainer, speaker, ambassador, athlete, creator or public figure engaged for the Campaign.

2. ACCEPTANCE

2.1 The Client accepts these Terms by:

- (a) signing a Proposal or Agreement;
- (b) issuing a purchase order;
- (c) approving a quote or estimate;
- (d) instructing Talent Corp to commence Services; or
- (e) making payment of any invoice issued by Talent Corp.

2.2 These Terms prevail over any terms supplied by the Client unless otherwise agreed by Talent Corp in writing.

3. SERVICES

3.1 Talent Corp will provide the Services with reasonable care and skill consistent with industry standards.

3.2 Talent Corp may engage subcontractors, suppliers, production partners, media outlets, research providers or Talent to perform parts of the Services.

3.3 Talent Corp does not guarantee:

- (a) advertising or campaign performance outcomes;
- (b) sales increases;
- (c) audience reach or engagement;
- (d) media availability;
- (e) influencer performance metrics; or
- (f) uninterrupted platform availability.

3.4 Any dates or timelines provided by Talent Corp are estimates only unless expressly stated otherwise.

3.5 The Client acknowledges that campaign outcomes may be affected by third-party platforms, media owners, algorithms, public sentiment, Talent conduct, consumer behaviour and market conditions outside Talent Corp's control.

4. CLIENT RESPONSIBILITIES

4.1 The Client must:

- (a) provide timely instructions, approvals and materials;
- (b) ensure all Client Materials are accurate and lawful;
- (c) obtain all necessary rights and consents for materials supplied to Talent Corp;
- (d) comply with all applicable laws, codes and regulations;
- (e) promptly review and approve Deliverables; and
- (f) provide a safe working environment where required.

4.2 The Client warrants that its instructions, products, services and materials do not infringe the rights of any third party.

4.3 Delays caused by the Client may result in revised timelines, additional Fees or campaign rescheduling.

5. FEES & PAYMENT

5.1 Fees are payable in accordance with the Proposal or invoice.

5.2 Unless otherwise agreed:

- (a) all invoices are payable within fourteen (14) days of issue;
- (b) Media Spend and Talent costs may be payable in advance; and
- (c) production costs are payable prior to release of final assets.

5.3 All amounts are exclusive of GST unless stated otherwise.

5.4 The Client must reimburse Talent Corp for all approved third-party costs, including:

- media purchases;
- production expenses;
- travel and accommodation;
- Talent fees;
- venue hire;
- licensing fees;
- photography and videography costs; and
- platform or software charges.

5.5 Talent Corp may require deposits, milestone payments or prepayment before commencing work.

5.6 If the Client disputes an invoice, the Client must notify Talent Corp within seven (7) days of receipt.

5.7 Interest may be charged on overdue amounts at 10% per annum calculated daily.

5.8 Talent Corp may suspend Services where invoices remain unpaid beyond the due date.

6. MEDIA BUYING & ADVERTISING

6.1 Media placements are subject to availability and acceptance by media owners and platforms.

6.1A Talent Corp reserves the right to refuse, reject, remove or request amendment to any advertising material, campaign content or Client instructions which Talent Corp reasonably considers:

- (a) misleading, deceptive or unlawful;
- (b) defamatory, discriminatory or offensive;
- (c) non-compliant with applicable laws, platform policies or industry advertising codes;
- (d) likely to expose Talent Corp to reputational, legal or commercial risk; or
- (e) otherwise unsuitable for publication or distribution.

6.2 The Client acknowledges that:

- (a) media owners may reject, amend or remove advertising content;
- (b) advertising rates may change without notice;
- (c) platform algorithms and policies may impact campaign delivery; and
- (d) Talent Corp is not liable for platform outages or media owner errors.

6.3 Once media has been booked or committed, cancellations may incur charges imposed by media owners.

6.4 Talent Corp may receive commissions, rebates, agency discounts or incentives from media suppliers unless otherwise agreed.

6.5 The Client warrants that all advertising materials, claims, representations, promotions, competitions, offers and campaign instructions supplied or approved by the Client comply with all applicable:

- (a) laws and regulations;
- (b) Australian Consumer Law;
- (c) AANA Codes and advertising standards;
- (d) Australian Communications and Media Authority (ACMA) regulations;
- (e) Privacy Act and Spam Act requirements;
- (f) intellectual property laws;
- (g) platform advertising policies and guidelines; and
- (h) any industry-specific advertising or marketing restrictions.

6.6 The Client is solely responsible for the accuracy, legality and substantiation of all advertising claims, statements and representations supplied or approved by the Client.

6.7 The Client indemnifies Talent Corp against any claims, investigations, complaints, regulatory action, penalties, damages, losses or expenses arising from:

- (a) non-compliant advertising content;
- (b) misleading or deceptive claims;
- (c) breach of advertising regulations;
- (d) infringement of third-party rights; or
- (e) advertising materials or instructions supplied or approved by the Client.

6.8 Final approval of advertising materials by the Client constitutes confirmation that the Client accepts responsibility for the content and its compliance with all applicable laws, regulations and platform requirements.

7. TALENT, SPEAKERS, AMBASSADORS & INFLUENCERS

7.1 Talent bookings are subject to the availability and approval of the relevant Talent.

7.2 Talent Corp acts as an intermediary between the Client and Talent unless otherwise agreed.

7.3 The Client acknowledges that:

- (a) Talent availability may change;
- (b) public conduct or controversy involving Talent may impact Campaign outcomes;
- (c) social media metrics may fluctuate;
- (d) audience engagement is not guaranteed; and
- (e) platform policies may affect campaign performance.

7.4 Unless otherwise agreed in writing, Talent usage rights are limited to the campaign scope, duration, territory and channels specified in the Proposal.

7.5 Additional usage rights, renewals, extensions, exclusivity or whitelisting rights may incur additional Fees.

7.6 The Client must not directly engage or solicit any Talent introduced by Talent Corp during the Campaign term and for twelve (12) months following completion of the Campaign without Talent Corp's written consent.

7.7 The Client is responsible for ensuring all influencer advertising complies with:

- (a) Australian Consumer Law;
- (b) AANA Codes;
- (c) platform disclosure requirements; and
- (d) any applicable industry guidelines; and
- (e) applicable Australian Communications and Media Authority (ACMA) regulations and requirements.

7.8 Talent Corp reserves the right to remove or replace Talent where reasonably necessary.

8. CREATIVE SERVICES & CONTENT PRODUCTION

8.1 Concepts, drafts, creative ideas and strategy documents remain the property of Talent Corp unless paid for in full.

8.2 Unless otherwise agreed:

- (a) the Client is entitled to two (2) reasonable rounds of revisions;
- (b) additional revisions may incur additional Fees; and
- (c) urgent turnaround requests may incur surcharge fees.

8.3 The Client must provide approvals in writing.

8.4 Approval of Deliverables constitutes acceptance of the Deliverables.

8.5 Talent Corp is not responsible for errors identified after Client approval.

9. MARKET RESEARCH & STRATEGIC SERVICES

9.1 Any research, recommendations, forecasts or strategic advice provided by Talent Corp are based on information available at the time.

9.2 Talent Corp does not warrant that:

- (a) market conditions will remain unchanged;
- (b) recommendations will achieve specific commercial outcomes; or
- (c) projections or forecasts will be achieved.

9.3 Research data and strategic recommendations are provided for the Client's internal business use only unless otherwise agreed.

10. INTELLECTUAL PROPERTY

10.1 Each party retains ownership of its Background IP.

10.2 Subject to payment in full of all Fees, Talent Corp grants the Client a non-exclusive, non-transferable licence to use the Deliverables for the purposes specified in the Agreement.

10.3 Unless expressly agreed otherwise:

(a) Talent Corp retains ownership of all Foreground IP;

(b) working files, production files and editable assets are not transferred to the Client; and

(c) methodologies, templates, systems and know-how remain the property of Talent Corp.

10.4 The Client grants Talent Corp a licence to use Client Materials solely for the purpose of providing the Services.

10.5 The Client warrants that use of the Client Materials will not infringe any third-party rights.

10.6 Talent Corp may display Campaign work in its portfolio, website, award submissions, social media and marketing materials unless otherwise agreed in writing.

11. CONFIDENTIALITY

11.1 Each party must keep Confidential Information confidential.

11.2 A party may disclose Confidential Information:

(a) where required by law;

(b) to professional advisers; or

(c) with the other party's consent.

11.3 This clause survives termination of the Agreement.

12. PRIVACY & DATA

12.1 Each party must comply with applicable privacy laws, including the Privacy Act 1988 (Cth).

12.2 Where Talent Corp handles personal information on behalf of the Client, the Client warrants that it has obtained all necessary consents.

12.3 Talent Corp is not responsible for privacy breaches caused by third-party platforms, media owners or external providers.

13. WARRANTIES & DISCLAIMERS

13.1 To the maximum extent permitted by law:

- (a) all implied warranties are excluded; and
- (b) Talent Corp does not guarantee specific campaign or commercial outcomes.

13.2 Nothing in these Terms excludes rights that cannot lawfully be excluded under Australian Consumer Law.

13.3 Where any guarantee cannot be excluded, Talent Corp's liability is limited to:

- (a) re-supplying the Services; or
- (b) paying the cost of re-supplying the Services.

14. LIMITATION OF LIABILITY

14.1 To the maximum extent permitted by law, Talent Corp's total aggregate liability arising out of or in connection with the Agreement is limited to the Fees paid by the Client in the three (3) months preceding the event giving rise to the claim.

14.2 Talent Corp is not liable for:

- (a) indirect or consequential loss;
- (b) loss of profits;
- (c) loss of opportunity;
- (d) reputational damage;
- (e) platform suspension;
- (f) Talent misconduct;
- (g) algorithm changes;

(h) third-party service failures; or

(i) media owner errors.

14.3 The Client indemnifies Talent Corp against claims arising from:

(a) Client Materials;

(b) unlawful advertising claims;

(c) breach of law by the Client;

(d) product or service defects;

(e) misuse of Deliverables; or

(f) breach of third-party rights.

15. CANCELLATION & TERMINATION

15.1 Either party may terminate the Agreement by written notice if:

(a) the other party commits a material breach and fails to remedy the breach within seven (7) days;

(b) an insolvency event occurs; or

(c) continued performance becomes unlawful.

15.2 The Client may cancel Services by written notice, however:

(a) all work completed up to the cancellation date is payable;

(b) non-cancellable third-party costs remain payable;

(c) Talent cancellation fees may apply; and

(d) committed media bookings remain payable.

15.3 Where Campaign production or Talent has been booked, cancellation charges may apply including third-party supplier cancellation fees.

15.4 On termination:

(a) all outstanding invoices become immediately due and payable;

(b) licences granted to the Client cease where payment remains outstanding; and

(c) each party must return Confidential Information upon request.

16. FORCE MAJEURE

16.1 Talent Corp is not liable for delay or failure to perform due to events beyond its reasonable control, including:

- natural disasters;
- platform outages;
- industrial disputes;
- pandemics;
- government restrictions;
- Talent illness or withdrawal;
- telecommunications failures; or
- acts or omissions of third parties.

17. NON-SOLICITATION

17.1 During the term of the Agreement and for twelve (12) months after termination, the Client must not directly solicit for employment or engagement any employee, contractor or consultant of Talent Corp without written consent.

17.2 During the term of the Agreement and for twelve (12) months after termination, the Client must not circumvent Talent Corp by directly engaging any Talent introduced by Talent Corp for substantially similar services.

18. DISPUTE RESOLUTION

18.1 Before commencing legal proceedings, the parties must attempt to resolve disputes through good faith negotiations.

18.2 If a dispute cannot be resolved within fourteen (30 days, either party may commence legal proceedings.

19. GENERAL

19.1 Entire Agreement

The Agreement constitutes the entire agreement between the parties.

19.2 Variation

Any variation must be agreed in writing.

19.3 Assignment

The Client may not assign its rights without Talent Corp's written consent.

19.4 Severability

If any provision is unenforceable, the remaining provisions continue in force.

19.5 Waiver

Failure to exercise a right does not constitute waiver.

19.6 Governing Law

These Terms are governed by the laws of New South Wales, Australia.

19.7 Notices

Any notice under the Agreement must be in writing and sent by email or registered post.

19.8 Relationship

Nothing in the Agreement creates a partnership, joint venture or employment relationship.

20. EXECUTION

By engaging Talent Corp, the Client acknowledges that it has read, understood and agreed to these Standard Trading Terms & Conditions.

OPTIONAL SCHEDULE ITEMS

The following items may be included in a Proposal or Scope of Works:

- Campaign objectives
- Approved deliverables
- Media schedule
- Usage rights
- Talent exclusivity
- Geographic territories
- Campaign duration
- Approval timelines
- Reporting obligations
- Production timelines
- Payment milestones

- Cancellation schedule
- KPIs or performance indicators
- Talent conduct requirements
- Brand safety requirements
- Whitelisting permissions
- Licensing terms
- Confidentiality requirements
- Exclusivity arrangements

IMPORTANT NOTE

These Terms are a commercial drafting template only and should be reviewed by an Australian commercial lawyer before implementation to ensure compliance with:

- Australian Consumer Law;
- Privacy Act obligations;
- AANA advertising standards;
- influencer disclosure requirements;
- IP licensing requirements; and
- industry-specific regulatory obligations.

This document has been tailored for an Australian media and marketing agency model incorporating talent representation, influencer marketing, media buying, creative services, market research and strategic advisory services. References to media, talent and advertising services align with Talent Corp's publicly listed service offering. (talentcorp.com.au)